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### COURT OF INQUIRY—LT. COL. BRANT.

#### REPORT UPON THE FACTS FOUND BY THE COURT.

In reference to the subject of Captain George H. Crosman's letters to the acting Quartermaster General, dated the 18th of October, 1837, and the 9th of January, 1833, [pages 9 and 12,] the court finds the following material facts connected therewith and incidental thereto:

1. That a large number of horses and mules were purchased in the year 1837, for the service of the U. States, by Lieutenant Colonel Brant, in his official capacity as quartermaster of the United States army.

2. That, between about the middle of May and the early part of October, 1837, many of these horses, and most of the mules, were kept on a farm near St. Louis, then the property of Lieutenant Colonel Brant; and that the horses were fed on the grass of his pasture, and on green corn, old corn, wheat bran, and occasionally on hay and sheaf-oats; but in what quantities, or whether regularly, has not been made to appear. What description of food, or what quantities, were given to the mules in addition to the pasturage, does not fully appear.

3. That in about a month or six weeks after the public horses were put in Lieut. Colonel Brant's pasture, it was almost destitute of grass, but that they continued to be fed upon the other articles above mentioned.

4. That some of the horses, and a small number of the mules, were kept at livery stables in the city of St. Louis.

5. That the charge made against the United States, and paid by Lieutenant Colonel Brant, for the keeping of the public horses and mules in 1837, whether on his own farm or elsewhere, was \$3 per week each for the horses, and \$2 per week each for the mules. The charge made for those kept in St. Louis appears to be inclusive of all expense against the United States. For those kept on Lieut. Colonel Brant's farm there was an additional expense incurred against the United States, and paid by Lieutenant Colonel Brant, in a portion of the wages of Samuel Reinecke, who, when at the farm taking care of the public horses, was in the pay of the United States; and further, in the cost of two canoes purchased by Lieutenant Colonel Brant at the cost of the United States, and sent to the pasture, and there used as troughs for feeding the public horses.

6. That, for keeping some of the public horses on Lieutenant Colonel Brant's farm, accounts were made out against the United States, and receipts taken in the name of William Dowler, the overseer of Lieut. Colonel Brant; thus representing to the Quartermaster General's Department, to the Treasury of the United States, the said Dowler as the person who performed the services and received payment therefor. That said accounts were rendered by Lieutenant Colonel Brant, and certified by him to be "correct and just, and for services performed as stated."

7. That, for the keeping of the public mules on Lt. Colonel Brant's farm, accounts were made out against the United States, and receipts taken in the name of John Kimball, a livery-stable keeper in the city of St. Louis; thus representing to the Quartermaster General's Department, and to the Treasury of the United States, the said John Kimball as the person who performed the services and received payment therefor. That said accounts were rendered by Lieutenant Colonel Brant, and certified by him to be "correct and just, and for services performed as charged."

8. That the accounts mentioned in paragraphs 6 and 7, and rendered by Lieutenant Colonel Brant, were stated and certified by him to be "for foraging and keeping" horses and mules, in the same words as were expressed in other accounts for horses kept at livery in St. Louis; whereas said horses and mules were pastured and fed as stated in paragraph 2, and had not the prescribed forage ration issued to them:

9. That the accounts of Lieutenant Colonel Brant represent a payment made by him to John Kimball, for foraging and keeping during the month of July, 1837, from 6 to 90 horses, the average number, as will appear by the voucher, [page 65,] being equivalent to 52 horses per day throughout that month, and the charge amounting to \$702. And that the accounts of Lieutenant Colonel Brant represent another payment made by him to John Kimball, for foraging and keeping from 6 to 106 horses from the 1st of September to the 5th of October, 1837, the average number, as will appear by the voucher, [page 66,] being equivalent to 33 horses per day throughout that period, amounting to \$495: thus representing to the Quartermaster General's Department, and to the Treasury, the said John Kimball as the person who performed the services and received payment therefor. The said accounts were certified by Lieutenant Colonel Brant to be "correct and just, and for services performed as stated;" whereas it is proved that the whole number of horses thus charged was not kept by Kimball, nor in his stable, but that most of them were kept elsewhere; and that the greatest number kept at any time over three days by Kimball did not exceed twenty.

10. That the accounts rendered by Lieutenant Colonel Brant represent a payment made by him to J. O. Bradshaw, a livery-stable keeper in St. Louis at that time, and now deceased, for foraging and keeping during the month of August, 1837, from 56 to 103 horses, the average number, as will appear by the voucher, [page 69,] being equivalent to 81 horses per day throughout that month, amounting to \$1,077; thus representing to the Quartermaster General's Department, and to the Treasury, the said J. O. Bradshaw as the person who performed the services and received payment therefor. The said account was certified by Lieutenant Colonel Brant to be "correct and just, and for services performed as stated;" whereas it appears that said Bradshaw kept generally not more than eight or ten, or perhaps fifteen, public horses; that they were generally kept at his stable a short time, and then taken out to the pasture in the same manner as with Kimball.

11. That the number of public horses purporting to have been kept by William Dowler (who was in Lieutenant Colonel Brant's private employ as overseer) in the month of July, 1837, was from 4 to 75, the average number, as will appear by the voucher, [page 33,] being equivalent to 41 horses per day throughout that month, and amounting to \$549. And that the number of public horses purporting to have been kept by said Dowler in the month of August, 1837, was from 50 to 101, the average number, as will appear by the voucher, [page 44,] being equivalent to 73 horses per day throughout that month, amounting to \$975.

12. That the number of public horses kept on Lieutenant Colonel Brant's farm varied from 60 or 70 to upwards of 200 at a time, between the periods mentioned in paragraph 2. It appears that there were frequently as many as 150 there at a time.

13. That John Calvert, who keeps, and has kept for twelve years, a livery-stable in St. Louis, applied to Lieutenant Colonel Brant early in July, and again

in August, 1837, to keep some of the public horses, and was refused.

14. That no advertisements were issued by Lieut. Colonel Brant, through the public newspapers, or in any other way, inviting proposals for foraging and keeping, or for pasturing, the public horses and mules under his charge in the year 1837.

15. That good and sufficient pasturage might have been obtained in the vicinity of St. Louis for all the public horses and mules under Lieutenant Colonel Brant's charge, in the summer and autumn of 1837, for \$1 per week each, not including any allowance of grain to them.

16. That a large number of the public horses (115 at least) under the charge of Lieutenant Colonel Brant, could have been kept at two of the principal livery-stables in St. Louis, during all or any portion of the year 1837, for \$2 50 per week each, including all expenses, with good and sufficient food, and grooming and exercise to keep them in good health and condition for active service.

17. That all the public horses under charge of Lieutenant Colonel Brant in the summer and autumn of 1837 could have been kept at livery-stables in St. Louis, and at pastures in its vicinity, by alternating them between the stables and the pastures, so as to afford them sufficient range and exercise, and feeding them on sufficient grain while in pasture, and in the stables to keep them in good order and condition for active service, for \$2 50 per week each, or less.

18. That the public horses and mules which were delivered by Lieutenant Colonel Brant in the summer and autumn of 1837 to the regiments of dragoons, and for the quartermaster's department for service in Florida, were in good order when delivered by him.

19. That it does not appear that the nine public horses delivered by Lieutenant Colonel Brant to Captain G. H. Crosman, assistant quartermaster, in the year 1837, and invoiced as "unserviceable," had become so through any neglect or fault of Lieutenant Colonel Brant's.

In reference to the subject-matter of the letters of Captain Crosman to the acting Quartermaster General, dated the 13th and 28th of April, 1838, [pages 13 and 14,] and to that of the two letters of John Darneille, which accompanied Captain Crosman's, [page 42, and Appendix No. 20,] the court finds the following material facts, viz:

20. That John Darneille, of St. Louis, Missouri, was employed by Lieutenant Colonel Brant, in the month of June, 1837, to go to Franklin county, Missouri, to collect the amount of principal and interest due on two promissory notes of William Walker, of said county, drawn in favor of Lieutenant Colonel Brant, for about \$500 each, and to purchase horses for the service of the United States; for which object Lieutenant Colonel Brant gave him a certain sum in cash.

21. That Lieutenant Colonel Brant instructed Darneille to receive, in payment of the notes, cash; or if Walker could not pay the cash due on them, to take from him horses, or oxen, or negroes, or any thing else that he could bring to St. Louis and make the money on. That, at the time, these notes were not at par. That Darneille accordingly went to Franklin county. That, in payment of one of the notes of Walker, he received five horses, valued as follows, viz: one at \$100, one at \$75, one at \$65, and two at \$70 each; also a pair of oxen, valued at \$80, and one mule at \$40. That, after taking these animals, Walker gave him \$20, in cash, and thus liquidated one of the notes and interest. The other note was brought back to St. Louis, and returned to Lieutenant Colonel Brant.

22. That, with cash of his own, and that given him by Lieutenant Colonel Brant, Darneille also bought three horses, viz: one for \$90, one for \$80, and one for \$60 or \$65. That for his services Lieutenant

Colonel Brant allowed him \$50; and that his expenses in bringing the animals to St. Louis amounted to \$27 50.

23. That, on the 21st of June, 1837, the aforesaid John Darneille had a settlement with Lieutenant Colonel Brant, of the aforementioned transaction. That the said Darneille signed printed blank receipts handed him by Lieutenant Colonel Brant, in which no amount of money nor items were inserted. That Lieutenant Colonel Brant, at said settlement, paid said John Darneille a certain balance in money due him, the precise amount of which is not ascertained. That, in the duplicate accounts to which said receipts (as afterwards filled up) were attached, the horses and oxen procured by Darneille from Walker were charged against the United States, as having been sold by John Darneille; as also another horse, for which the mule obtained from Walker as aforesaid had been exchanged. That the said John Darneille did not consider himself as having sold this property to the United States, nor did he know it was charged in his name as owner and seller—that is, the stock procured from Walker; which, having taken in redemption of Walker's note in favor of Lieutenant Colonel Brant, he regarded as the property of Lieut. Colonel Brant. That John Darneille did not authorize any person to fill up the account in such manner. That he contemplated only the cost of the horses, for which he had paid his own funds, and the funds advanced him by Lieutenant Colonel Brant, and the amount of his wages (\$50) and his expenses (\$27 50) would have been inserted in the blank account to which he had affixed his signature.

24. That the duplicate blank accounts and receipts, to which John Darneille had affixed his signature as aforesaid, were incorrectly filled up subsequently, by charging the United States for the horses procured of Walker a greater sum than they had been received for in part redemption of his note to Lieutenant Colonel Brant, together with the expense of bringing them to St. Louis. That the said receipt, over John Darneille's signature, previously affixed, was filled with a sum of which he is "confident he never received any thing like the amount;" also, by inserting in the account a charge of \$120 for a horse exchanged by Lieutenant Colonel Brant for the mule spoken of in paragraph 26, and \$70 boot given by Lieutenant Colonel Brant; the mule having been received from Walker at \$40.

25. That one of the horses, (a sorrel,) procured as aforesaid from Walker, was lame when so obtained, and became more so afterwards; and that he was altogether an inferior horse.

26. That the mule procured from Walker, in part payment of his note in favor of Lieutenant Colonel Brant, was, under the direction of Lieutenant Colonel Brant, subsequently exchanged with Jacob Swigert for a sorrel horse, Lieutenant Colonel Brant paying \$70 difference in value between the two animals. That the horse so procured was charged in the aforesaid blank account at \$120. That said horse had been, two or three hours before, offered for sale to Lieutenant Colonel Brant for the public service, who, after having had him rode for the purpose of trying him, rejected this horse, as he would not suit him. That the said Swigert had expressed a willingness to take \$100 for him rather than make the exchange.

27. That three of the horses procured as aforesaid from Walker, and subsequently sold to the United States, were, two or three months afterwards, sold at auction as condemned horses, being a portion of the nine horses alluded to in paragraph 19.

28. That, besides the instance of blank receipts having been signed, stated in the case of John Darneille, it is in evidence that Lieutenant Colonel Brant, in the year 1837, procured the signature of William Dowler, his overseer, to such blank receipts; and that, in the years 1833 and 1837, Charles Collins signed blank receipts in favor of Lieutenant Colonel



Brant, who had purchased of him horses in 1833, and corn in 1837. That said Collins afterwards, on examination of these accounts, found they had been correctly filled up.

In reference to the allegations contained in Captain Crosman's letter to the court, dated St. Louis, January 5, 1839, [page 155,] on the subject of the contract made by Lieutenant Colonel Brant in the year 1830 with S. Shalcross, then master of the steamboat Chieftain, and now deceased, the court finds the following facts, viz:

29. That in November, 1830, Lieutenant Colonel Brant, then assistant quartermaster of the United States army, made a contract with the said Shalcross to transport, from Jefferson barracks to the mouth of the Yazoo river, a detachment of the 3d regiment of United States infantry, consisting of "six commissioned officers, one surgeon, and two companies, with their arms and accoutrements, clothing, camp equipment, and subsistence for sixty days. The commissioned officers and attending surgeon to have a comfortable cabin passage, and the remainder such accommodations as are usually accorded to deck passengers," [see contract, page 144.] For which service Lieutenant Colonel Brant stipulated to pay, on the part of the United States, the sum of \$600.

30. That it appears to have been customary, at the time, for such contracts to be exclusive of the board of the officers attached to the troops.

31. That in this case, Lieutenant Colonel Brant had been requested by the officers to make some arrangement on their part with the master of the boat to prevent their being charged exorbitantly for their board; and that the arrangement was communicated to them in a letter, addressed by Lieutenant Colonel Brant to Captain Lewis, United States army, commanding the detachment, in the following terms:

"It has been agreed on between Captain Shalcross and myself, that the officers, including the acting assisting surgeon, shall pay 70 cents per day each for board; that the sutler shall pay the same per day for his board, and \$10 in addition for his passage; and that his stores shall be transported at the rate of 50 cents per 100 pounds." [See page 159.]

32. That said boat was seventeen days on the passage, during which one of the officers obtained from the clerk of the boat a letter from Lieutenant Colonel Brant to the master of the boat, in the following terms, viz:

"When you shall have discharged the troops and stores at their place of destination, be pleased to obtain the certificate of the commanding officer to the enclosed contract, setting forth the due performance of its stipulations, and enclose the same to this office, with a statement of the amount received by you from officers, &c. This will enable me to close your accounts, and pay over the balance to Messrs. Hill & McGunnigle." [See page 159.]

33. That, upon the discovery of this letter, the officers refused to pay their board, for the reason that, while by this letter it appeared that the amount to be paid to Hill & McGunnigle, the agents on account of the boat, was to be diminished by the amount of the officers' board, &c., it did not appear by the contract that the amount chargeable against the United States was to be so diminished. The officers called upon the master of the boat for an explanation, who informed them that he had no claim upon them for the board, inasmuch as he was entitled to, and would receive by the contract, \$600.

34. That, at the request of the officers belonging to the detachment, a letter was addressed by Captain Lewis, the commanding officer, to Lieutenant Colonel Brant, stating that the officers had refused to pay their board; but that when the matter should be satisfactorily explained, if the amount was to be paid to the Government, they would pay it to some agent of the Government.

35. That Lieutenant Colonel Brant's official letter-

book shows a letter there recorded from him to Capt. Lewis [page 160] in reply, stating that the board of the officers was due to the Government, and was intended to be deducted from the amount stipulated for in the contract; and that he (Lieutenant Colonel Brant) would pay to Shalcross the full amount of the contract, "leaving the officers to make such arrangements as they might deem proper, in order that the certificates to their pay accounts might harmonize with the transaction."

In reference to the allegations contained in Capt. Crosman's letter to the court, dated the 25th of January, 1839, [page 201,] the court finds the following facts:

36. That Lieutenant Colonel Brant's accounts show a charge of \$13 against the United States for two canoes, purchased and paid for by him the 12th of May, 1837, stated in his accounts to be for the purpose of feeding dragoon horses at the pasture.

37. That said pasture is proved to be the field upon his own farm, where the dragoon horses and the public mules were kept and fed in 1837.

38. That Lieutenant Colonel Brant's "official report of persons, &c., for September, 1836," shows a charge made against the United States of \$61, for sixty-one days' labor of Richard Morgan, in the months of July, August, and September, 1836; and that said report is made out as if said Richard Morgan was a free man—the column in said report headed "By whom owned" being left blank opposite to the name of said Richard Morgan.

39. That the receipts to the vouchers in this case were, it is proved, signed by Richard Morgan, thus representing said Morgan as the person to whom the debt was due, and who received the payment.

40. That the "report of persons, &c. for the month of September, 1836," above referred to, was certified by Lieutenant Colonel Brant to be "a true report of persons," &c.

41. That said Richard Morgan was a negro man, the slave of Lieutenant Colonel Brant, and, during a portion of the months above specified, was employed in the private service of Lieutenant Colonel Brant; and that the aggregate of his time charged against the United States, as above specified, was made up of days, parts of days, and hours, that he was actually employed in the public service.

42. That the hire per day charged and paid for said Morgan's services did not exceed the current price of laborers' wages by the day at St. Louis at the time.

43. That it appears the said Richard Morgan was, besides the period already mentioned, employed in the service of the U. States in a similar way to that already mentioned, in the years 1835, 1836, and 1837; but for how long a time, or at what rates, does not appear.

In reference to the subject of Captain Crosman's letter of the 21st of October, 1837, to the acting Quartermaster General, [page 10,] the court finds the following material facts:

44. That a brick storehouse was erected in St. Louis in the year 1833, under the immediate superintendence of Lieutenant Colonel Brant, on a lot or lots purchased by him in the year 1831; that he advanced part of the money for the erection of said building; that he had expressed a wish to have such a building erected "as would suit the purposes of the quartermaster's department;" that the building referred to was put up with that "understanding." Further: that a frame tenement was erected by Lieutenant Colonel Brant on one, or a part of both, of the aforesaid lots, in the winter of 1836-'37.

45. That the legal title to the aforesaid property is, and has been, since the purchase of the lots and the erection of the buildings thereon, vested in Lieutenant Colonel Brant; that although a deed of conveyance of an interest in said property, from William and James B. Hill, dated the 17th of October, 1835, to George K. McGunnigle, [recorded at page 296,]

has been exhibited, the title in fee simple of Lieutenant Colonel Brant is not affected thereby; that the property is generally understood to be his; that he has frequently spoken of it as his; and that the taxes thereon were assessed against him, and paid by him.

46. That soon after the completion of the said brick building, it was rented to the quartermaster's department in the name of William Hill, and afterwards in that of George K. McGunnegle; and continued to be thus rented until about the 1st of April, 1838, after Lieutenant Colonel Brant had been relieved from duty in the quartermaster's department at St. Louis by Captain G. H. Crosman; (the rent from the 1st of October, 1836, to the 1st of April, 1838, having been at the rate of \$1,000 per annum.) That the supplies of the quartermaster's, purchasing, and Indian departments were at this period, viz: the 1st of April, 1838, and had been for a long time previously, stored in said building. That Captain Crosman, about the date above mentioned, removed said supplies to another storehouse, which he had rented at a cheaper rate, (viz: \$750 per annum,) and which, besides accommodating the aforementioned supplies, also accommodated those of the subsistence department, which, under Lieutenant Colonel Brant's administration, had been separately stored in the frame building of his own, already spoken of, at a cost of \$450 per annum, from the 1st of March, 1837, to the 30th of September, 1837. That these several descriptions of supplies continued thus stored in the building rented by Captain Crosman until the return of Lieut. Colonel Brant to St. Louis in the month of August, 1838, when he caused all of them, except those of the purchasing and Indian departments, to be removed back to the aforesaid brick and frame buildings of his own.

47. That in the year 1837, while Lieutenant Colonel Brant was acting as disbursing agent for the Indian Department, certain supplies of that department were stored in the aforesaid brick storehouse, where they had been since the 1st of September, 1835, and where they were when he was relieved in that year from duty in the Indian Department by Major Hitchcock, of the army. That at or after the termination of the second quarter of 1837, an account in the name of George K. McGunnegle, of St. Louis, was presented to Major Hitchcock, through John Haverty, a clerk of Lieutenant Colonel Brant, in his capacity of quartermaster and of disbursing agent of the Indian Department, for storage of the aforesaid Indian supplies in the months of May and June, 1837, the amount of which accounts (\$24) Major Hitchcock, ignorant of the fact that the storage was already provided for by the previous rent by the U. States of the entire building in which the Indian goods were, paid to John Haverty, who states in his testimony he delivered the same to Lieutenant Colonel Brant—George K. McGunnegle having received no such payment from Major Hitchcock, although his signature was affixed to the receipt. That after the close of the third quarter of 1837, Lieutenant Colonel Brant informed Major Hitchcock that another quarter's storage on said goods was due. That no claimant, however, formally presented himself; and that no payment consequently was made. That the cash-book of the Indian Department at St. Louis, as also vouchers, show that, between the 1st of January and the 30th of April, 1837, while Lieutenant Colonel Brant was acting as disbursing agent in that department, the sum of \$43 was paid for the storage of said Indian goods, to George K. McGunnegle, by Lieutenant Colonel Brant; which vouchers were certified by him to be "correct and just," and "that the services charged for were rendered as stated." These Indian supplies had been, from the 1st of September, 1835,\* to the period when they were

removed by Captain Crosman, continuously stored in the aforementioned brick building, and not in the private warehouse or custody of George K. McGunnegle, as the vouchers and certificates indicated them to have been. That, under the arrangement of Capt. Crosman, no expense was incurred by the Indian Department for storage on said goods; and that since then, under Major Hitchcock's administration of the affairs of the Indian Department at St. Louis, a monthly expense of only \$6 or \$7 has been incurred on that account. That, notwithstanding Lieutenant Colonel Brant had told Major Hitchcock that storage on said goods was due for another quarter of 1837, not only has no claim been brought by any other person, but that George K. McGunnegle, in whose name the account for the storage in the first and second quarters of that year had been made out, asserts that he had not received storage on the Indian goods since the second quarter of 1737, *because the amount of other property of Government stored by them (in the warehouse of his commercial firm) was so small as to make a charge unnecessary*; the application of which reason will be found by a further statement of facts in the next paragraph.

48. The court finds that, as an offset for the continuous monthly charge of \$12 by George K. McGunnegle, or by William Hill, of the former firm of Hill & McGunnegle, through a period commencing the 1st of September, 1835, and ending the 30th of June, 1837, of storage on the aforesaid Indian goods, (acknowledged to have been in the brick storehouse already rented and paid for by the United States,) certain supplies of the quartermaster's and subsistence departments were occasionally stored, for short periods, in the private warehouse of Hill & McGunnegle, or their successors, in the years 1836 and 1837, free of charge against the U. States. That no account, however, was kept of those supplies of such occasional storage, though a continuous one was kept and rendered as aforementioned against the Indian Department, of \$12 monthly for the storage of the Indian supplies, against which the occasional storage of the quartermaster's and subsistence supplies was intended as an offset. That, notwithstanding this offset arrangement, however, there were charges, amounting to \$47 69, made against the United States for storage of subsistence stores in September and October, 1836, [see voucher, page 279.] in the private warehouse of the commercial firm of which George K. McGunnegle is a partner.

49. That although the brick and frame warehouses, in which the United States stores have been kept for some years past, as already stated, have been and are the property of Lieutenant Colonel Brant, yet the accounts for rents have always been made out in the name of William Hill, now deceased, or of George K. McGunnegle.

In reference to the matter embraced in Captain Crosman's letter to the court of the 30th of November, 1837, the court finds the following material facts:

50. That while Lieutenant Colonel Brant acted as disbursing agent for the Indian Department at St. Louis, the office of that department was in his own dwelling house, it being his property. That he was entitled to such office; and that he actually used a room for that object, besides the one to which he was entitled and used as an office of the quartermaster's department. That the accounts for rent of the office of the Indian Department were made out in the name of George K. McGunnegle, and that he signed the receipts thereto.

51. That Lieutenant Colonel Brant has, since the year 1830, during the time he was stationed at St. Louis, made use of a room in some building of his own as an office for the quartermaster's department; and that the accounts for the rent thereof have been made in the name of William Hill, now deceased, or of George K. McGunnegle. That it appears that Lieutenant Colonel Brant applied to the Quarter-

\* The vouchers dated prior to 1st Jan. 1837, are not recorded, but returned to the Treasury.



master General, by letter, on the 5th of August, 1823, [page 255.] for permission to occupy as an office a room in his own house, and to charge rent for the same in his own name; and that the Quartermaster General granted the request. [Page 256.]

52. That, from and including the year 1829 to the present period, the public supplies generally, which have been under the charge of Lieutenant Colonel Brant, have been stored in some building of his own; the accounts for rent thereof being made in the name of William Hill, deceased, or of George K. McGunnegle. That, according to the declaration of the latter, he has not received the rents which he has signed the receipts therefor, but has charged such as have accrued on the brick warehouse (now rented to the United States) in an open account kept between his commercial house and Lieutenant Colonel Brant.

53. That on the 14th of November, 1836, Lieutenant Colonel Brant informed the acting Quartermaster General, by letter, that he "presumed" on the 1st instant the rent on the brick warehouse (the one in the service of the quartermaster's department, then at a rent of \$600, and proved to have been his own at the time) would be raised to \$1,000 per annum. That he enclosed in said letter the written opinion of two citizens of St. Louis that the building was worth such rent; this paper being of the same date as the letter. That he appointed such persons appraisers in the matter, one of whom, when before the court, testified that at the time he understood said building to be the property of Lieut. Colonel Brant. That, notwithstanding said intimation of Lieutenant Colonel Brant to the acting Quartermaster General that the rent would be raised from the 1st of November, 1836, it was actually raised from the 1st of October of that year; and that Lieutenant Colonel Brant paid such increased rent from that time, or took the receipts of George K. McGunnegle therefor, as if he had paid it. That George K. McGunnegle, in whose name the account was made, seems to have had so little cognizance of this matter, that he has testified that he "presumed" the increased rent was agreed upon from the time it was charged: whereas it is seen that several weeks intervened between the date of the increased rent and the date of the appraisal, taking the latter as evidence of the agreement; that the increased rent actually took date one month and thirteen days prior to the agreement or appraisal, and the date of the letter to the acting Quartermaster General on the subject.

54. That, of the many respectable witnesses experienced in rents, and examined on this point, the mass of testimony shows that about \$700 would have been a fair average rent for the aforesaid brick warehouse, belonging to Lieutenant Colonel Brant, for the years 1836, 1837, and 1838. That a brick, and also a stone warehouse, of about the same capacity as the aforesaid, and nearer the commercial part of the city, have, the former since 1834, been rented for no more than \$750 per annum, and have recently been reduced to \$600 per annum; and the latter, in 1836, for \$600 per annum, and since that time for \$700 per annum. That no public advertisements have been made for a suitable storehouse for the public supplies during several years past.

55. That the frame building belonging to Lieutenant Colonel Brant, which has been rented to the U. States as a subsistence storehouse at a rent of \$450 per annum, from 1st of March to 30th September, 1837, has been variously estimated by respectable and intelligent witnesses in reference to an average rent for the last three years. That the mass of testimony shows it to have been worth an average rent, for said period, not exceeding \$350 per annum.

56. That on the removal of the quartermaster's stores by Lieutenant Colonel Brant to his brick warehouse, on his return to St. Louis in the summer of 1838, from the storehouse in which Capt. Crosman had placed them, the rent of said brick warehouse

was reduced to a monthly sum at the rate of \$420 per annum; and that it was afterwards, about the 1st of December, 1838, raised to a monthly sum at the rate of \$300 per annum. That George K. McGunnegle, who signed the receipts for the rent for the month of September, 1833, seemed not to be aware of this reduction of rent from \$1,000 to \$420 per annum, until the voucher in the case was shown to him; and that he could then only give his impressions as to the cause of said reduction, viz: that it was not wholly occupied by the United States stores during that month, ("we had goods of ours stored in it at the time,") while the voucher purports to be a charge against the United States for the whole building, and not for a part of it.

In reference to the subject of Capt. Crosman's letter to the court of December 3, 1838, [page 29,] the court finds, although the co-partnership with the firm of Hill & McGunnegle, and their successors, of St. Louis, imputed to Lieutenant Colonel Brant, is not proved;

57. That, from the establishment of the house of Hill & McGunnegle\* in 1828 to a recent period, Lieutenant Colonel Brant has evinced a more than ordinary friendship for it, and its successors, the house of Hill, McGunnegle & Way, and that of McGunnegle & Way. That Geo. K. McGunnegle, formerly a clerk in the office of Lieutenant Colonel Brant, on the death of his brother Wilson, took the latter's interest in the firm of Hill & McGunnegle. That J. B. Hill, a brother of the Hill (William) aforesaid, and now deceased, had a share in the interest of William Hill in said house. That J. B. Hill, who has positively disobeyed the summons of the court to appear before it as a witness in this case, is the only person living of those known to the court to have been concerned, directly or indirectly, in the original house of (William) Hill and (Wilson) McGunnegle.

58. That Lieutenant Colonel Brant has loaned large sums of money to the aforesaid firm or firms—as much as \$5,000 at a time. That he has been their frequent, indeed, their habitual endorser; and that his liabilities on such account have been as great as from \$20,000 to \$30,000 at a time. That in the former Branch Bank of the United States at St. Louis, it was always understood that Lieutenant Colonel Brant's name could be had on the paper of Hill & McGunnegle, if necessary. That his loans or liabilities aforesaid have extended through the period from the establishment of the house of Hill & McGunnegle to the present time. That Lieutenant Colonel Brant is yet under pecuniary liabilities for the firm, under one of the aforementioned designations. That he has had, for several years, an open account with said firm or firms. That no settlement of said account has taken place for about three years. That the exhibition of said account to the court has been refused by the present firm of McGunnegle & Way. That George K. McGunnegle has endorsed for Lieut. Colonel Brant to the amount of \$10,000 at one time; and has been, and is, one of Lieutenant Colonel Brant's securities on his official bond to the United States. That McGunnegle & Way, and their predecessors, have rented from Lieutenant Colonel Brant, since the establishment of the firm in 1828 to the present time, two buildings, in which they have carried on their business; and that Lieutenant Colonel Brant professes to rent storehouses for the quartermaster's and subsistence departments from George K. McGunnegle, who claims to own such houses, but who has exhibited no satisfactory evidence of such ownership; while there is in the possession of the court indisputable evidence that the legal title to that property is vested in Lieutenant Colonel Brant.

59. That the firm or firms aforesaid have kept two accounts with Lieutenant Colonel Brant—one in his

\* Wilson McGunnegle, now deceased.

capacity of quartermaster, and the other in his individual capacity. That the rents referred to in the preceding paragraph, are entered in neither account until after an adjustment of them between the two parties, when the balance is carried to Lieutenant Colonel Brant's private account, on the credit or debit side, as the case may require. That rents purporting to be due to George K. McGunnege for the quartermaster's and subsistence storehouses are receipted for in favor of Lieutenant Colonel Brant by said McGunnege, without receiving such rents, except by a charge against Lieutenant Colonel Brant in the open account between them. Further: that in the settlements with Lieutenant Colonel Brant, the firm or firms aforesaid, according to the statement of George K. McGunnege, were generally in his debt.

60. That the credit of the firm or firms aforesaid has been strengthened by the impression in the commercial community of St. Louis that Lieutenant Colonel Brant was interested in said firm or firms, particularly the house of Hill & McGunnege.

61. That the business of the firms aforesaid has been a "general commission and grocery," and that they have also been agents and owners of parts of steamboats. That Lieutenant Colonel Brant has not only given them a large amount of the public patronage under his control applicable to their particular branch of business, (but, as will be seen by the abstract of payments made them at pages 286, 287, 292 of the record,) has frequently made purchases of them totally incompatible with their ordinary pursuits, and of articles appertaining to different and distinct branches of trade, such as coal, wood, straw, stationery, wagons, harness, &c. That Lieut. Colonel Brant has frequently employed steamboats of which they were the agents or part owners; and that he did not always make payment for supplies furnished by said firms, when they signed receipts in his favor for said payments. That money professedly due George K. McGunnege, and receipted for by him, has been, as a matter of course, taken to Lieutenant Colonel Brant; and that George K. McGunnege has signed receipts in favor of Lieutenant Colonel Brant for money which he "did not get, as a matter of course." [See McGunnege's testimony.]

### Foreign Miscellany.

CAMP AND QUARTERS, SCENES AND IMPRESSIONS OF MILITARY LIFE, interspersed with Anecdotes of various well-known Characters who flourished in the War. By Major Patterson, author of the "Adventures of the 50th Regiment." 2 vols.—London, Saunders and Olley.

MARRIED MEN IN THE ARMY.—In time of war, matrimony is a serious drawback to the soldier. Constant uneasiness about the family he has left at home, when he himself is called abroad, and their anxiety for him are painful things to think of; his happiness and peace of mind are marred, and all his best exertions paralyzed, by reflecting on his situation; and hinders his advancement in the service. In time of peace, when his family are around him, still there is nothing but endless scenes of trouble. He is surrounded by an interminable host of miseries, enough to wear him out. It is bad work truly in the barracks, as I have often witnessed, where the "Benedicts" are doomed to taste the ups and downs of life—the latter most prevailing; cribbed, cabined, and confined, in one small room—to say nothing of the endless jars and bickerings which arise in their society, from innumerable causes. A barrack may safely be designated a mirror of life, wherein all the varieties of human character are reflected. Let them who roam about the open world, troubling themselves in vain, and wearing out their days in shadowy pursuits, just take a survey of matters going forward with in this noisy region, where they will become acquainted with the "se-

crets of the prison-house;" the beings shut up in which fret and fume away their time, with fully as much anxiety as their brethren of the wider sphere they quitted. Tormenting jealousies—the pride of office—the love of rank—the overweening airs of your would-be great men, and your little-great men, with a whole catalogue of petty plaguing nuisances, invented, as if by patent, for the express purpose of driving every person of common sense from the profession. The most prolific source of jealousy was in choosing quarters; it is astonishing what an uproar was kicked up on these occasions. After the field officers took their rooms, then came "the tug of war." Ye tender sex, Boreas was a trifle to the gentlest of you. On the score of rank, barrack damages were likely to arise, for the repair of which, the surgeon was the only artist requisite. Then followed all the little piques and wrangling work. The lady of Major Ravelin cuts the wife of Col. Benbow, the latter being rather tardy in returning her last visit. Mrs. Captain Pepper gets into a huff with Lieutenant Valiant's rib, for a gross infringement of politeness, and sends her to study the "Rules of Etiquette." The Paymaster's better-half, at daggers with the Doctor's spousa, because she walked before her into church. The Quartermaster's helpmate, in Coventry by the whole, it having been ascertained that she originally carried on her studies where a Cynic of old times had thought proper to take unfurnished lodgings. In short, they are all at loggerheads, so that it would require a body equal to the Congress of Vienna, to harmonize their several polemics.

AN ENSIGN.—The ensign's pay in those days, was but 4s. 6d. per diem. One of our officers, a youth who stood extremely well in his own esteem, being asked the amount of an ensign's pay, replied—"Pon honor I am not aware; my servant gets it to buy blacking for my boots." So well he might, for in truth it was a miserable pittance; doled out with careful hand on the 25th day of each month. The under-mentioned estimate will enable the reader to form a tolerably correct idea of our pecuniary affairs, at the period now in question. I doubt very much whether Joseph Hume could manage the statements in a more financial style—

	s.	d.		s.	d.
Dinner at the mess	2	0	Net pay per day	4	6
Wine at ditto	-	1			
Servant and sundries	0	6			
Breakfast	-	0			
Washing	-	0			
		<u>4</u>			<u>4</u>
		6			6
Balance left for pocket-money and dress			£0	0	0

The poor fellow who couldn't occasionally bleed his friends, or draw on the purse of some old "uncle," was reduced to a sad dilemma; his countenance looked particularly blue towards the expiration of the month, and was fully as long as the bills that lay upon his table.

THE LADY WHO INVITED MORE COMPANY THAN HER ROOM WOULD HOLD.—The most memorable event that happened during our stay at Galway, was a joyous entertainment, given by a facetious lady, who was blest with the fine old patronymic of O'G—. Having lately made a fitting to her new house, which, in reality, was an ancient fabric, a most tumbledown concern, standing, or rather tottering, in a long, dark, and narrow street, she proposed to celebrate the business, agreeably to custom, by giving a house-warming; and a precious warming certainly it was, for in the praiseworthy resolution of generous hospitality, she quite forgot the geography of her mansion, while overflowing with sentiments of a loving nature for "our cloth," she asked every officer in the garrison to her fete. Mrs. O'G— was, moreover, furnished with a fair supply of daughters, waiting for promotion; having, therefore an eye to their advancement, she considered this the finest opportunity to



bring them out; while she flattered herself by thinking that such blooming young recruits would be an acquisition to ours, or any other regiment. To the utter amazement of our patrona, her drawing-rooms and parlors were quickly filled to suffocation, by the company that came swarming in. The bedrooms, where beds were previously knocked down, were put in requisition; when amidst the struggling to get in, there was a scene of jostling that baffles all narrative. Orders and commands flew here and there, like those upon a field of battle. Louder than the rest was the voice of our worthy hostess. "Och, Pat! what are you doing then? Put the ladies into the blue-room; Molly, tell Mrs. Burke to walk up stairs." "The stairs are full ma'am, from top to bottom." "Well, put them in the parlor." "The parlor, too, is as full as it can hold." "Colonel, make yourself quite at home. Mrs. O'Flannagan, dear, show the Miss Mahoneys into the ould closet at the head of the stairs, and I'll send out your tea. Major Sullivan, come this way;—my daughters, Sir, (introducing four bouncing wenches,) my daughters will entertain you. Girls dear, take care of the Major." Our elegant extracts from the barracks, by this time elbowing their way upwards, through the dense and agitated mass; some by violent squeezing, gained the drawing-room, where the mistress of the ceremonies, presiding at the teaboard, like a 74 at anchor, (for she was upon an elephantine scale,) was wedged up by her party; others were packed away with the ladies of the dismantled bed-room; while not a few were closetted with Mother Flannagan, and her chickens in the coop, or distributed in the lobbies, hall, or stairs. The carpet had been taken up before the visitors arrived; a precaution quite unnecessary, for it appeared little short of madness to think of such a thing as dancing, although some vain attempts were made to do so. Fainting scenes were beautifully enacted by the nervous ladies, while those who took no part in the performance were gasping in a corner. You may talk of the fire-king, who walked into an oven, in escort with a leg of mutton—of the man who was baked in his easy chair—or the religious character, who was roasted on a gridiron; they were cool in comparison with the Galway martyrs, who were stowed or stewed away upon the highest pressure system; while a sort of gaseous vapor issued from the well-compressed assemblage, which made its exit from every clink or window: and from which Lock, Stevenson, Brunnell, or any of our modern engineers, might easily have contrived to obtain a supply of steam to aid their railroad projects. As the night began to steal away, so in like manner did the company, all of whom, by daylight, had finally evaporated.

**A BURLY ENSIGN.**—An amusing instance of this occurred at D——, when the entire garrison was assembled. We had a fine burly ensign, the paternal head of all the ensigns, who rejoiced in the strangely sounding name of Snodgrass; a man of such rotundity of corporation, that he would have done the honors of Sir John, at any town-hall banquet. He was, in short, a second Lambert. Being thus, as it were, unhappily for himself, poor man, of such out-of-all-reason limits in his front, as to render his unnatural projection very much in the way, when the troops were formed into line—it was a matter of no small difficulty to dress the regiment. This was particularly annoying to the commandant, whose ire was always raised when this enormous mass of humanity came before him. On the present occasion, Snuddy was at his post; for some time, many attempts were made to dress the alignment, but all in vain; no one could divine the cause of such a failure; when at length, the Colonel, with his wonted sharpness, ferreted out the original man-mountain in the centre and immediately made a signal that he might fall back; it was of no use—though the whole of the staff reiterated his commands, they might as well have attempted to move the rock of Gibraltar. Enraged be-

yond all measure, the Colonel galloped to the object of his wrath, and called out loud enough for a legion to have heard him, "Mr. Snodgrass, keep in your belly; keep in your belly, sir." The venerable though obnoxious ensign, rolling about from side to side, withdrew unwillingly, hiding himself and his huge protuberance, in rear of the battalion. The whole of the troops were convulsed with laughter, which it was impossible to restrain, though a host of generals were present.

**ENGLISH SOLDIERS NO COWARDS.**—What is the state of mind or feeling in which men generally go into action? is a question that has many times been asked; and, I believe, as often without a direct or satisfactory reply. It is a query, which without the power of diving into every breast, would appear at once to bear a very puzzling character; but, as the conduct and expression form a reasonable index of what is passing within, that which at first might seem a difficulty, becomes by a little observation easily arrived at; and sufficient data known, or guessed, by which to enable even a superficial person to answer with tolerable correctness. It is really astonishing, with what indifference the approaching contest is beheld, by those who are to take an active part therein; it would seem at the moment, as though it were nothing more than one of those every-day events, of common place routine; a march, parade, resting in camp, a field-day, or a battle, it is all alike to soldiers; I mean those, who are regularly and bona fide soldiers—who, without expending a moment's thought upon the subject, evidently betray much more anxiety as to when, or where, the commissary is to show his face, or as to the quantity or quality of the grog. An imputation, at variance with this opinion, has been stated by a certain military writer, in a book of modern date; where, in one sweeping and unqualified censure, it is asserted, that "Cowardice is greatly more predominant than courage;" and after some preamble, tending to mislead the reader, it is further mentioned, or rather repeated, that among our soldiers, "fear, the most powerful of the human passions, is more generally evinced than the world supposes." I must confess, for my part, and with confidence assert, that from all I have seen in the course of five years' hard campaigning, I cannot by any means agree with the tenor or spirit of these observations; for it was to me, as I presume it was to others, sufficiently apparent, that cowardice was but an exception; and, to the honor of British soldiers be it spoken, the exception was a rare one. If men were so powerfully overcome by fear, to the extent above alluded to, it would manifestly show itself—it could not be suppressed: but whether upon coming into action, or in the very heat of fire, I can scarcely recal to memory a solitary instance of that so-called widely extended panic. As before observed, men go into battle without giving themselves a thought about the matter; let the officers but lead them on, and I am well assured it is unnecessary to add, that they will never, in any situation, display an inclination to hang back. There may be a momentary stooping now and then, or bobbing when the cannon balls come sweeping past their ears; but this arises not from timid fancies—it is rather an involuntary shrinking of the physical or nervous system, as one would start upon the sudden impulse of a shock or noise.

**E OWEN & Co.,**  
MILITARY AND NAVAL MERCHANT TAILORS,  
NEAR FULLER'S HOTEL, PENNSYLVANIA AVENUE.  
**BEG** leave to inform their patrons of the Army and Navy, that they have made arrangements to receive, direct from London, gold and silver Epaullets, Embroidery, gold and silver Lace, and all the articles necessary for the equipment of officers for either service, of a very superior quality.  
To the officers of the Corps of Topographical Engineers, they would respectfully state that they have at length succeeded in procuring complete sets of English embroidery for their Corps, the quality of which has been acknowledged by gentlemen of the Corps of unquestionable taste and judgment, to be the richest and most workmanship of the kind ever offered to the public.

Sept. 25—

## WASHINGTON CITY, THURSDAY, ..... APRIL 2, 1840.

REMARKS ON THE HOME SQUADRON, AND NAVAL SCHOOL. By a gentleman of New York, formerly connected with the city press. New York: Printed by J. P. Wright, 1840.

We have here a pamphlet of forty pages, consisting of selections from various newspapers, all having reference to the apprenticeship system lately introduced into our navy, and many of them ascribing to Mr. THOMAS GOIN, of the city of New York, the honor of having originated the idea.

Mr. GOIN is certainly entitled to great credit for the perseverance with which he has followed up the subject for several years, until he has seen his labors crowned with partial and the prospect of complete success.

It would redound little to the credit of our navy, if it did not possess within itself all the requisite for maintaining its own dignity and usefulness, and for the suggestions of such improvements as experience may have pointed out to be both needful and practicable. That sense of propriety and subordination which deters all military men from obtruding their opinions, uncalled for, upon their superiors, has doubtless deterred many from pointing out evils apparent to the every day experience of officers in the discharge of duty, but hidden from the view of those in authority. A Government which would encourage suggestions for improvement, from all quarters, might derive many a useful hint, elicited by the knowledge that it would not be unfavorably received; when from a sense of self-respect, or a fear of offending, individuals would be unwilling to volunteer their opinions.

We have on previous occasions alleged that the merit of originating the plan of employing apprentices was due to an officer of high rank in the navy; and although we knew that several had long advocated the measure, we were not positive which of them could establish the priority of date. Documents in our possession prove conclusively that more than sixteen years ago, Captain MATTHEW C. PERRY, then a lieutenant, submitted a plan and estimates to the Navy Department, which are now on file, attested copies of which we have received. Had the plan then proposed been acted upon, we should at this day have had not only native seamen enough to man all the vessels of war we keep in commission, but should have had ten thousand to spare for the merchant service; instead of being dependent as we now are, and must continue to be for some years to come, upon foreigners who have no permanent interest in our welfare, and who would abandon us at any moment for any employment that held out inducements of better pay.

Justice to Captain PERRY, and to the service to which he belongs, prompts us to publish the plan he submitted in 1824. At the same time that he forwarded the original to the Navy Department, he trans-

mitted a copy thereof to the late Commodore RODGERS, who acknowledged its receipt, under date of the 23d January, 1824, remarking that he had no doubt of the advantages that would result to the service by the adoption of such a measure, but expressing a doubt whether that was a proper time to enter upon such a scheme.

The apprenticeship system is one that reflects honor upon all who have advocated it, and the whole navy will participate in its benefits. We therefore claim for the navy the merit of its suggestion, while at the same time we willingly award to Mr. GOIN all the credit he is entitled to for his zeal and activity in furthering the cause.

In the language of the motto of the pamphlet before us—"palma qui meruit ferat"—we say, let credit be given to whom credit is due; and all must agree with us that, unless an earlier date than 1824 can be established, the palm must be awarded to Captain PERRY.

Incidentally we might mention too, that to Captain PERRY is due the merit of having originally suggested the organization of the Naval Lyceum, which he did in a letter to Commodore RIDGELY. This institution is now in successful operation, an honor to the navy and the nation. Commodore R.'s removal to another command has created a vacancy in the office of President, which may or may not have been filled, as we have seen no annunciation of the election of his successor. If not already filled, it would seem to be properly due to the senior Vice President, Captain PERRY, one of its founders and most zealous supporters. On none could the choice more appropriately fall or be more worthily bestowed.

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WASHINGTON, Aug. 21, 1839.

DEAR SIR.—In compliance with your wishes, expressed in your letter of the 15th inst., I have carefully examined the files of letters in the Navy Department from officers, through all the years 1823, 1824, till the first of January, 1831. In that search I have found your letter to the Secretary of the Navy, Mr. SOUTHARD, dated the 5th Jan., 1824, with the documents, and estimate for the introduction of one thousand and apprentices in the navy, instead of the plan of enlisting boys into the service, together with the reply of Mr. SOUTHARD, through his chief clerk, Mr. C. HAY, then Acting Secretary of the Navy, dated 22d Jan. 1824; the whole of which I send you, certified by the chief clerk, Mr. SIMMS.

I could find no other papers relating to the subject, but in a conversation with Mr. CH. GOLDSBOROUGH, Senr. he informed me that about the year 1828, he made a memoir upon the subject of introducing apprentices into the Navy, and went very minutely into the subject. He handed it over to Mr. SOUTHARD for perusal, but it was never returned to him, nor can he find it among any of the Department papers. He regrets it, inasmuch as he had no copy of the said memoir, but told me *distinctly* and without his having the least doubt upon the subject, that the memoir was based upon your plan for the introduction of these apprentices into the service; and that by *you alone*, as far as he knows, it was first proposed for adoption.

Although long connected with the navy, and for many years the chief clerk of the Navy Commissioners' office, he never heard such a plan suggested before your letter of the 5th Jan. 1824, drew the attention of the Department to it, and elicited from him his memoir.



From these facts, and from what I understand to be the opinion here among those conversant with naval matters, I feel fully convinced that to you, and you alone, is due the credit of originating the introduction of the apprentice system as a substitute for the former mode of enlisting boys—whoever else may claim it.

Should you wish me to search among the papers at the Department for letters more recent, if you signify to me your wish I will cheerfully attend to it.

I remain, sir, very respectfully, your obt. servt.  
EDMUND L. DU BARRY,  
Surgeon U. S. Navy.

To Captain M. C. PERRY,  
Comg. U. S. steamer *Fullton*, N. Y.

P. S. Endorsed on the back of your letter to the Secretary of the Navy was the following in the hand writing of Mr. BOYLE, then a clerk in the Navy Department:

"NEW YORK, Jan. 5th, 1824.

"Lt. M. C. PERRY.

"Suggesting a plan for substituting apprentices instead of Boys, as they are now employed in the Navy, and enclosing an estimate of the benefits likely to accrue from its adoption."

NEW YORK, Jan. 5th, 1824.

SIR.—I beg leave respectfully to submit to your inspection the enclosed papers, apologizing at the same time for obtruding my remarks upon your notice unasked for. But in the hopes that they may furnish hints, from which the more profound judgment of those who are placed at the head of our Navy, may elicit some practical benefit to the service, I have thus ventured my opinions.

Very respectfully, I have the honor to be,  
Your most obt. servt.  
M. C. PERRY.

Hon. SAM'L. L. SOUTHARD,  
Secy. of the Navy, Washington, D. C.

The great difficulty, delay and expense of obtaining men for our naval service, even at this period, when the requisitions for recruits are so limited in comparison with the number which would be found necessary in time of actual hostilities, has induced the belief that our Government in case of war would meet with numerous obstacles in procuring a sufficient number of seamen to man the ships which would be required to sustain the interest and dignity of our maritime flag.

The difficulties which arose in procuring men for our little navy, during the late war with England, are well known. Large bounties were given, and a considerable proportion of our seamen and ordinary seamen of those days were such as would not pass muster at the present time.

When we reflect that our sea-faring population has not increased since the year 1810,\* and that in the event of another war our merchant ships, instead of rotting in port (as was the case last war) ought to be enabled to pursue their usual voyages under the protection of our public armed vessels, they would of course require seamen to navigate them; and when we take into view the number of seamen which would be employed in that popular branch of speculation, *privateering*, I fear that few would be left for the public service, unless exorbitant pay and bounties were given as an inducement for enlisting.

\*In 1810 the tonnage of the U. S. arrived at its maximum, and amounted to 1,423,786 tons; and by allowing one seaman to every 20 tons of shipping, it would give the amount of sea-faring population in 1810, independent of those employed in the naval service

In 1810	1,421,766 Tons	71,238 Seamen.
1816	1,327,931 "	66,398 "
1820	1,280,165 "	64,008 "
1821	1,298,956 "	64,948 "
Supposed number employed in the naval service in 1821		6,000 "
Whole amount of sea-faring population in 1821		70,948 "

Many of the once flourishing maritime towns of New England, and the former nurseries of our seamen, are falling to ruin for want of employment for their freighting ships. From having at one time the carrying trade of nearly the whole world, they are reduced (comparatively speaking) to mere fishing towns and resorts for coasters. Our fisheries have decreased in importance, and in fact the sources from whence we have heretofore drawn our choicest seamen are partially dried up; and unless some plan is adopted to improve the number and condition of our seafaring population, we shall find too late, that although we may have ships in abundance, yet our government in case of an emergency would have to contend with insuperable difficulties in procuring crews for them.

Even at this period and in this city, populous as it is, and however flourishing its commerce, a sloop of war's crew cannot be obtained in less than 20 days. What will then be the delay when it becomes necessary to man a fleet?

I am fully impressed with the opinion that the remedy for all these evils is simple, and by its adoption our Government will be relieved of a very considerable expense. It is to receive annually into the service a certain number of boys as apprentices, who shall serve until they are 21 years of age, and receive as their reward, education, clothing, and promotion as high as the rank of master's mate, should their conduct deserve such advancement.

This arrangement would confer an infinite blessing on society; it would relieve the community of a useless class of population, thousands of whom for want of honest employment and parental instruction have recourse to every species of crime, and ultimately become a burthen to society and a disgrace to themselves.

How usefully could these boys be employed in the Navy. They would become in the course of a few years excellent seamen, and from serving the early parts of their lives in our ships of war, their habits, attachments and inclinations would lead them to prefer the employment, and induce them after the expiration of their probationary service to remain attached to a profession which, though it has its attendant hardships and privations, is not wholly devoid of advantages and gratifications.

Here would be a source from whence the navy might be supplied with warrant\* and petty officers, men regularly educated to the profession. American citizens, whose feelings would be identified with the honor and fortunes of the service; who, from their boyhood, would become familiar with the exercise of the guns, and the general routine of naval discipline.

Boys who enter the service are engaged for the short period of two years, and by the time they are taught the first rudiments of their profession, are entitled to and receive their discharge. From the natural roving disposition of youth, many of them embark on some adventurous and distant voyage, perhaps never to return to the country; and should they ever rejoin the service, they have again to acquire that all important qualification—discipline.

There would be no difficulty in obtaining any number of boys of the proper age. This city would alone furnish 500 annually, and it is believed that the corporations of the different cities would unite in affording every facility to the success of this very important arrangement.

M. C. PERRY

NEW YORK, January 5, 1824.

An estimate showing the saving of expense of employing apprentices in the Naval service, in preference to the present mode of enlisting boys, &c.

\*I allude to Boatswains, Gunners, &c. most of the persons at present holding those stations in our service are foreigners.

1st year pay of 1000 Boys, 2d class for one year, at 6 per mo.	\$72,000
2d " " 1000 do 1st " "	8 " 90,000
3d " " 1000 men rated as O. S. 2d class	8 " 90,000
4th " " 1000 " " " 1st " "	10 " 120,000
5th " " 1000 " " " " " "	10 " 120,000
6th " " 1000 " " seamen " " "	12 " 144,000
7th " " 1000 " " " " " "	12 " 144,000

Pay of 1000 men for 7 yrs. holding corresponding rates with apprentices. } \$792,000

Cost of educating and clothing 1000 apprentices.

1st year rated as Boys, 2d class, at \$4 per month	48 000
2d " " do 1st " "	4,50 " 54,000
3d " " O. S. " "	5 " 60,000
4th " " do " "	6 " 72,000
5th " " do " "	6 " 72,000
6th " " able seamen " "	6,50 " 78,000
7th " " do " "	6,50 " 78,000

Cost of educating and clothing 1000 appr's. for 7 years 462,000

Saving of expense in pay 330,000  
By withholding the ration of spirits for the first two years }  
of the indentures of apprentices, there would be a saving of } 43,800

Supposing by the above arrangement 1,000 apprentices to be annually engaged, there would be introduced into the naval service, in the period of 7 years, 7,000 recruits, and rated in the following manner.

There would be on the first day of the 1st year,	Boys.		Ord. Seam.		Able seam.	Total
	1st class	2d class	1st class	2d class		
1st year,	1000	-	-	-	-	1000
2d " "	1000	1000	-	-	-	2000
3d " "	1000	1000	1000	-	-	3000
4th " "	1000	1000	1000	1000	-	4000
5th " "	1000	1000	1000	2000	-	5000
6th " "	1000	1000	1000	2000	1000	6000
7th " "	1000	1000	1000	2000	2000	7000

**MEMORIAL OF EDMUND PENDLETON GAINES, to the Senate and House of Representatives of the U. S., in Congress assembled. Enquirer office, Memphis, Tenn., 1840.**

The author of this memorial has for many years devoted his attention, and endeavored to arouse the action of the people, to the internal improvement of the country with a view to render its military resources the more available in case of war. Whenever we see a man applying the energies of his mind to the benefit of his fellow-creatures, or the advantage of his country, we cannot but respect his motives, whatever opinion we may form of the feasibility of his plans.

This system of military railroads has been a hobby with General GAINES for years; it has formed the topic of many of his official letters and orders, and seems to have taken almost entire possession of his mind. Of his sincerity in the belief of the success and feasibility of his plan, there can be no doubt; but in the magnitude of the undertaking he is a century in advance of the age. Notwithstanding the verification of the prediction made by OLIVER EVANS, scarcely thirty years ago, that the child was then living who could travel from Philadelphia to Boston in twenty-four hours, (which is now the fact) and notwithstanding the acknowledged superiority of railroads over all former descriptions of roads, yet the country, through which the routes proposed by Gen. GAINES are to pass, is not, and will hardly be during the present century, so densely populated as to justify the expectation of their completion within that period; and as to its being done by authority of the General Government, Congress will begin to think about it when an enemy is overrunning the soil, and when it will be too late to regret that they had not acted.

Gen. GAINES himself seems to be aware that there is but little hope of his living to see his darling project consummated, for at the close of his memorial he says: "he deems it to be an act of common justice to himself, his wife, children and friends, that he should solicit the only relief which a U. S. General officer, honored as he has long been with one of the highest commands in the army, and whose best efforts are ever due to his country's service, can with propriety claim,—he claims to be the author and inventor of the system of national defence herein set forth and explained; he therefore prays Congress to confirm his claim by such act or joint resolution as in their wisdom shall seem just and right."

The system of Gen. GAINES comprises:

**ART. I. Floating Batteries**—for the defence of the sea ports and harbors of the United States.

**SEC. 1.** Your memorialist proposes the immediate construction of from two to four large Floating Batteries for the defence of each navigable pass into the Mississippi river; and from two to five others for the defence of every other navigable inlet leading into any of the principal sea ports of the United States. Each floating battery to be from 200 to 300 feet long, and from 90 to 150 feet wide—the bottom to be as nearly flat as the best tested principles of naval architecture will allow, consistently with the great weight of timber and metal to be provided for, with the requisite facility of the movement that will be required over shoal water.

After describing the manner in which these batteries are to be built, manned, and manœuvred, he proceeds to

**ART. II.** So much for *Floating Batteries* and their uses in peace and in war. Let us now proceed to consider the all important kindred measure of Rail Roads, for co-operating with the proposed floating batteries, and perfecting the promised system of national defence.

**SEC. 10.** We propose the immediate location and construction of seven rail roads, to extend from the two central States of Tennessee and Kentucky to the seven grand divisions of the national frontier, as suggested by a plan embraced in the accompanying diagram, viz:

*First*—One principal rail road from Lexington, Ky. to Buffalo or Plattsburgh, N. Y., with branches to Detroit, Albany and Boston.

*Second*—One principal rail road from Knoxville, Tenn., to Norfolk, Va., or Baltimore, Md., with branches to Richmond, Va., and Newbern, N. C.

*Third*—One principal rail road from Memphis, Tenn., to Charleston, S. C., or Savannah, Ga., with branches to Milledgeville, Ga., and East Florida.

*Fourth*—One principal rail road from Louisville, Ky., to Mobile, Ala., with a branch to Pensacola, Florida.

*Fifth*—One principal rail road from Lexington, Ky., via Nashville, to New Orleans.

*Sixth*—One principal rail road from Memphis, Tenn., to the Sabine Ridge, with branches to Fort Towson and Fort Gibson, Ark.

*Seventh*—One principal rail road from Louisville, Ky., or Albany, Ind., to St. Louis, Mo., and thence to the Missouri river north of the mouth of the Big Platte, with branches from Albany, Ind., to Chicago; and from the north west angle of the State of Missouri to the upper crossing of the river Des Moines.

11. These seven great arteries or principal rail roads here enumerated will each be from 500 to 700 miles in length (averaging 600 miles) making altogether a distance of 4,200 miles, and the average cost of locating and constructing them is estimated at \$15,000 per mile, amounting altogether to the sum of



\$64,000,000.—provided they are located and constructed by the army of the United States: the rail roads to be of the most substantial kind, each having a double track. The whole work to be completed by the authority and at the expense of the United States: provided, that on its final completion it shall revert to the States in their sovereign and individual capacity—each State to retain, forever, the right of property in and to all of such section or sections of the said rail roads, with all their appurtenances, lying or being within the territorial limits of such States, respectively—upon the single condition that all troops, whether regulars or volunteers, in the service of the United States, with their munitions of war, together with the mail, shall be transported forever upon these rail roads, free of expense to the United States.

If General GAINES, in discussing the merits and illustrating the advantages of his proposed system, had confined himself to professional topics, he would have stood a better chance of being listened to and encouraged; but he steps aside to have a fling at "three Honorable Secretaries [of War] for ten years in succession," which will of course deprive him of the countenance and support of the Administration; and on this as well as other occasions, he lays great stress upon the obligations of his oath of office, as if his patriotism had ever been doubted, or his zeal in the discharge of duty been questioned. This is decidedly in bad taste, as it would be for any man to attempt to justify himself before he had been accused of misdemeanors. Although not so apparent in this memorial, as in some other of General GAINES's productions, there is a lurking manifestation of envy, or some other evil spirit, towards a brother-officer whom he is determined to place and to consider in the attitude of a rival; and the conspicuous place which that officer holds in the estimation of his fellow-citizens affords but the more pretext for displaying this morbid and disagreeable sensitiveness.

As a gallant soldier who has toiled and successfully fought for his country, and spent a long and useful life in her service, the present generation can entertain no other feelings than those of gratitude and respect towards General GAINES. As a benefactor to his country, in devising and pointing out a system of defence that shall render her invulnerable at all points, he must be content to look to posterity for that meed of praise and renown, which it is barely possible, though hardly probable, that he will live long enough to realize.

Brigadier General EUSTIS, who has been in Washington several days, has been ordered to proceed to Hancock Barracks, Maine, where he will assume the immediate command of his regiment, the 1st artillery, which is ordered to concentrate there, and of that portion of the North Eastern frontier.

Having succeeded in obtaining another, though temporary, loan of a copy of the Proceedings of the Court of Inquiry in the case of Lieut. C. I. BRANT, we extract therefrom "the report upon the facts found by the court;" and if we can retain the copy long enough, or procure another, we shall extract into our next number the "opinion of the court."

We regret to learn that Lieut. R. B. CUNNINGHAM, attached to the navy yard in this city, met with a serious accident last week, by which it is feared that he will entirely lose the sight of one eye. While standing near a man who was working on a piece of iron with a cold chisel, a chip from the iron struck him in the right eye. He was immediately attended by Dr. EDWARDS, the Surgeon of the yard, who will do all that skill can accomplish for his relief. The piece of iron is very small, and has not yet been extracted from the eye.

The Knickerbocker for April is at hand already, it being now served to distant subscribers almost as soon as to those at home. Copies, it is said, were sent out by the Great Western, which sailed on the 19th of March. As soon as we have had time to read this number, we shall have more to say about it.

The agents in Washington are T. R. Hampton and F. Taylor.

"It is reported that orders have been received from Washington to prepare for sea all the vessels of war now under cover at the navy yard, Brooklyn."

We give the above as a current rumor in the New York papers, but upon inquiry here cannot learn that any such orders have been issued.

The Swedish sloop of war Nejadén, arrived at New York on Friday from Laguayra. This is the first Swedish armed vessel that has visited New York for some years. A salute was fired on Saturday, and returned from the flag-ship North Carolina, 74.

#### *Correspondence of the Army and Navy Chronicle.*

FORT FANNING, E. F., 14th March, 1840.

The field operations of this battalion of the 2d infantry, composed of companies B, C, E, and K, (the three former commanded by their respective captains and the latter by its first lieutenant,) are at length terminated; and we are now, by order of the Commanding General in Florida, engaged in erecting "quarters for one company," near this post; after completing which, companies B, E, and K will open a "good wagon road, from Fort Wacasassa to Fort King, via Stafford's pond, and Charley Emathla's town," a distance of about fifty miles; after which, as warm weather will have overtaken us, we hope we may be permitted to prepare ourselves for summer. Six weeks of unremitted and severe scouting, through the hammocks of the eastern banks of the Suwannee, and thence to the east and south of the Wacasassa and the hammocks bordering on the Gulf of Mexico, with our present building operations, and our contemplated road cutting, will prepare us to enjoy the period of resting from our labors, when it shall arrive.

Our scouting was attended with indifferent success. We surprised three considerable camps of Indians on the 8th February, from which we took or destroyed much property of value to them: garden seeds, tools, skins, some old arms, &c.; but as they made no resistance, and fled on the first approach of our detachments, their flight was too rapid to be overtaken. On

the 25th, company B, while scouring the hammocks bordering upon a tributary of the Wacasassa, struck a fresh Indian trail, and after moving in extended order half or three quarters of an hour, captured an Indian with his gun, bow and arrows, &c., a shrewd looking fellow of about fifty years of age, well made, and whose rapid walking after his capture, gave proof that vigor and activity were still there. The same company on the next day (the 26th) continued their scout, accompanied by the prisoner as a guide; and came upon a camp, where Tiger Tail and his party had deposited their property. There they found and destroyed two bushels or more of garden seeds, consisting of corn, peas, beans, pumpkins, melons, squashes, &c., many skins, (dressed and undressed,) clothing, calicoes not made up, shawls, handkerchiefs, a canister of rifle powder, and a flask of powder, and a small parcel in a rag, and a bar of lead, &c. &c., causing an immense loss to the Indians. The prisoner stated that much of this property came from the Caloosahatchie; and that Tiger Tail was there. The company continued the pursuit of the party, part of two days longer, but without success. They, however, came upon two villages of twelve and seven huts, respectively, erected at old fields, where the prisoner said the Indians intended to plant this summer; but B company destroying their seeds, interfered with their arrangements as regards planting; and now by burning their villages, probably deranged others of their plans. K company also on the same, or the next day, came upon a camp, and saw the Indians; but they were too quick, and too well acquainted with the crossing places of the Wacasassa, to be overtaken. C company also were hot in pursuit of probably the same party; but they were too active to be overtaken in the hammocks. Our movements have been most harassing to the Indians; besides the property we have taken from them, ammunition, tools, seeds, &c. which cannot easily be replaced, they have kept them constantly on the move, and their last trails and the freshest that we saw south and east of the Wacasassa, were leading towards the Withlacoochie. Our command has enjoyed good health, notwithstanding their exposures, privations and fatigues. Frequently both officers and men have taken five days rations in their haversacks, great coats or blankets on their back, and entered the hammocks, from which scouts they would not return to camp until after their rations were exhausted; occasionally cold nights, caught in the rain, some with blankets, some with no protection from the rain; but there was no complaining; the men performed their duty like soldiers.

It is, however, a thankless service. Could we but see a probable termination to our tours of duty here; or could we see or believe that our exertions and our privations are appreciated by the country at large, we could still toil on, conscious that we are doing our duty. But when we see ourselves stigmatized by a high public functionary (Gov. Morton,) as "professional mercenaries;" when we see our exertions and fatigues spoken lightly of, and ridiculed, and that not

only in the public prints, but in Congress—by the National Legislature! is it not reasonable to suppose that we must become discouraged, and the motives to stimulate us to active exertions destroyed? But we look for a better state of feeling towards the portion of the army serving in Florida. We hope for a system of periodical change or relief, that all parts of the army may have an opportunity of *reaping laurels here*; and we discover, in the language of many members of Congress, a desire to do us justice. A fair opportunity offered during our operations, of trying the Cuba dogs. The companies were ordered to take some of these dogs and try them. In every case it was a failure; these dogs would no more trail an Indian, than a deer hound would point a partridge. They have been trained to hunt negroes; they may, probably, be brought to take and follow an Indian trail if fresh; I am assured, that in the case of the Indian captured by company B, (Captain Smith,) although the trail had not been made more than an hour, the dogs would not follow, or even take it, and even when they saw the Indian, they evinced no more ferocity than many or most cur dogs. B.

**TO CORRESPONDENTS.**—With every disposition to encourage young beginners, we have read "Notes by the Trail," but do not find them to possess sufficient interest for our columns. Let not the writer, however, be discouraged at the failure of his first attempt; his next may be more successful.

"Leaves from my Note-Book, No. 4," a letter from the Ohio, 74—and "F. R. D," are unavoidably deferred.

**HOW MILITARY TITLES ARE MANUFACTURED.**—The following, from the Charleston Courier, is applicable to other States besides Georgia.

"We have been led to believe that great attention was paid, in Georgia, to military affairs, from having been very frequently introduced to gentlemen as Major —, and Col. —, from Georgia, and at almost every popular assembly, the title of Major, Col. or General, precedes the name of the chairman, secretary, and most of those who address the meeting, or offer resolutions. This mystery was, however, in some measure explained to us, yesterday, by seeing the names of THIRTY-TWO gentlemen announced in the Augusta *Constitutionalist* as having been appointed aids to the Governor, with the rank of colonel."

#### LETTERS ADVERTISED.

WASHINGTON, April 1, 1840.

ARMY.—Capt. W. [C.] De Hart, Major W. M. Graham, Major E. A. Hitchcock, Lt. Col. J. S. McIntosh 3, Lieut. L. Sitgreaves.

NAVY.—Lt. Geo. S. Blake, Dr. J. M. Foltz, Commo. E. P. Kennedy, Capt. Beverly Kennon, Acting Lieut. A. Murray.

MARINE CORPS.—Captain W. Dulany.

#### PASSENGERS.

NEW ORLEANS, March 11, per steamer Walker, from Mobile, Mid. C. S. Throckmorton, of the navy. March 18, per steamer Southerner, from Columbia, Major A. A. Massias and Lieut. A. H. Dearborn, of the army.

SAVANNAH, March 25, per steamboat Gen. Clinch, from Black Creek, Gen. J. E. Wool, Major P. Muhlenberg, and Lieut. I. S. K. Reeves, of the army; Captain T. Dade and Lieut. W. H. Korn, late of the army.

CHARLESTON, March 28, per steamer C. Downing, from Savannah, Lieut. W. H. Korn, late of the army.



**Communication.**

THE LATE CADET SAMUEL G. JONES.  
DIED, at Stockbridge, Mass., on Tuesday, March 24th, Cadet SAMUEL G. JONES, of Massachusetts.  
U. S. MILITARY ACADEMY,  
West Point, N. Y., March 29, 1840.

At a meeting of the first class, called on the reception of the news of the death of their class-mate, Cadet S. G. JONES, Cadet LANCASTER was called to the chair, and Cadet GARDINER appointed secretary. A committee was appointed to draft resolutions expressive of the sense of the class on this occasion. The committee reported the following, which were unanimously adopted:

*Resolved*, That the melancholy intelligence of the death of Cadet S. G. JONES, of Massachusetts, has been received by his class-mates with deep and mournful regret.

*Resolved*, That in his decease, the class have lost a member distinguished alike for his virtues and his talents, one whose generous heart and ardent affections had won their admiration and esteem, and who by his superior genius appeared destined to become an ornament to his country.

*Resolved*, That a committee be appointed to write a letter of condolence to his parents.

*Resolved*, That as a testimony of our unfeigned sorrow, we will wear the usual badge of mourning, and, with the consent of his parents, will cause a monument to be erected to his memory, to perpetuate the remembrance of his rare and estimable qualities.

*Resolved*, That a copy of these proceedings be transmitted to the family of the deceased, and to the Boston Courier, Boston Morning Post, Philadelphia Sun, and Army and Navy Chronicle, for publication.

J. R. H. LANCASTER, *Chairman*.

J. W. TUDOR GARDINER, *Secretary*.

**Domestic Intelligence.****FLORIDA WAR.**

*Correspondence of the Savannah Georgian.*

GAREY'S FERRY, Fa., March 17.

DEAR SIR—Allow me, through the columns of your valuable paper, to assure the humane fanatics of the north that little damage need be apprehended from the cannibalistic "dogs of war," lately brought from Cuba to rid this Territory of its *honorable* and much abused aborigines, (as some are pleased to term them.)

Eleven of these Florida blood-hounds, alias Cuba curs, are now at this post, feasting upon their six pounds of fresh beef each per day. They have been tried frequently within the last few days with an Indian prisoner de guerre at this place, and if they will take his trail, it would be hard to prove it by those who were present. I have no confidence, however, in them.

As to their ferocity, it is all humbug—a child may fondle with them. They have been more grossly misrepresented than any set of animals in the world, the army not excepted.

Col. TWIGGS, with a large command of regulars, volunteers, and blood-hounds, will leave here on Thursday next, for a grand scout to the Ocklawaha country. You shall hear of their success.

*From the Tallahassee Floridian, March 21.*

By a letter received from East Florida, we learn the United States troops have continued actively scouting. Captain Smith captured an old Indian, a few days since; the rascal piloted him to Tiger-Tail's store-house, in which were found plenty of dry goods and other articles, and some powder. Tiger-Tail's depot was between the Suwannee and Waccassassa. Tiger-Tail is wandering about from swamp to swamp, keeping out of the way of the troops, and subsisting as he can. The Indian prisoner, it is said, has pro-

mised to pilot the troops to a camp of forty or fifty warriors under Neah-Thuckla-Mathla.

We have also seen a letter from an officer, dated Camp Alburtis, which speaks of a contemplated expedition, any notice of which we are enjoined from publishing, as it would be a breach of the rules and regulations, &c.

Major Loomis is an active, talented, and vigilant officer, and we augur well from his movements.

*Correspondence of the United States Gazette.*

U. S. SHIP RELIEF, OFF NEW YORK, }  
March 28th, 1840. }

I hasten to inform you of our safe arrival at this port. We left Sidney, New South Wales, on the evening of the 19th November, 1839, and arrived at Rio de Janeiro 26th January, 1840, all well. We only had 39 days passage from Sidney to Cape Horn, which is the quickest passage that has been made, some part of the time going at the rate of ten knots (or miles) per hour. The Relief is a fine sea boat, and behaves remarkably well in a heavy sea, and very easy.

We learn that there is too much reason, to apprehend that the pilot boat Sea Gull, attached to the Exploring Expedition, as tender to the U. S. sloop-of-war Vincennes, has been lost, and that all on board have perished. She has not been heard of since the month of June last. Then she left Orange, Terra del Fuego, — miles north of Cape Horn, in company with the Flying Fish. A gale soon after arose and the latter succeeded in beating off the shore. This was the last seen of the Sea Gull. Lieutenants Reid and Bacon, two promising young officers, were on board. The Porpoise had been twice in search of her without success.—*N. Y. Courier and Enquirer*.

FRIGATE UNITED STATES.—Some weeks ago we published a communication in reference to this vessel, stating that notwithstanding the large sum expended upon her at the navy yard at Boston, she was in a very imperfect state of repair. Since then we have received from a high source, information which places the matter in a different light. It is proper to state in this connexion, however, that while we place implicit confidence in the statement given below, the station and respectability of our first informant forbid the belief that he was intentionally unjust.

It seems that the frigate United States was properly repaired and as well fitted for war or peace as any ship that ever went to sea, when she left Boston harbor, and why a cry has been raised against her those who have raised it can best tell. The ship was not rebuilt, neither was it intended she should be. The repairs thought necessary by the constructor, were put upon her; the main transom was slightly defective, and so also were some other parts of the ship; but not so much so as in his opinion to justify their removal, and as the ship will require new topping, when again repaired, in consequence of her timbers having been bored so much in former repairs, it was thought best to give her only a partial repair, which would be sufficient for a three years' cruise. Possibly the jolt she got in coming into our harbor may have started some of her timbers. Her batteries have been stated to be defective in consequence of her guns being honey-combed, &c. If this be so, they must have been defective when put on board the ship three years ago, by Commodore Ridgely in New York, for it is well known that in a three years' cruise no perceptible change can take place in guns from rust.—*N. Y. Times*.

*From the Little Rock Gazette, March 11.*

TEXAS BOUNDARY.—We have been permitted to make the following extracts of a letter to a friend in this city, from Dr. JOHN R. CONWAY, Surveyor to the Boundary Commission on the part of the U. States. He writes from about 50 miles from the mouth of the

Sabine. The extracts will explain the reasons for the delay which has occurred in the survey :

Jan. 3.—Our business has been protracted a length of time, on account of the absence of Major Graham, of the U. S. Topographical Engineers, who has been ordered to accompany us, and bring with him the mathematical instruments necessary. Another difficulty is that the convention requires the line to conform to Mellish's map of the U. States of 1818, for which New York and Philadelphia have been ransacked in vain. On the part of Texas, only \$2,000 have been appropriated to defray her portion of the expense of the survey, and some difficulty has also arisen respecting their Commissioner.

Feb. 8.—Major Graham has arrived at the mouth of the Sabine; Gen. Hunt, the Texian Commissioner, is here; we look for Judge Overton, our Commissioner, to day, and we will leave to-morrow to commence operations.

We are indebted to the politeness of a Texian officer for the following intelligence :

THE UNITED STATES AND TEXIAN BOUNDARY.—We understand from an officer of the army who has just arrived from the mouth of the Sabine river, that in consequence of a claim raised by the Texian commissioner in behalf of his government, to one-half the waters of Sabine lake, and also one-half the stream between the outlet of that lake and the sea, the question was fully discussed by the commissioners on the parts of the two governments, who not being able to agree upon it, have adjourned the commission until this point can be referred to the two governments for their action and decision thereon.

The U. S. military engineers attached to this commission have, we understand, established the geographical position of the mouth of the Sabine river from astronomical observations, as follows, viz: Lat.  $29^{\circ} 41\frac{1}{2}'$  N.; long.  $94^{\circ} 0\frac{1}{2}'$  W. from Greenwich. The variations of the magnetic needle  $8^{\circ} 40'$  E.—*N. O. Bee, Mar. 23.*

### **Proceedings of Congress, IN RELATION TO THE ARMY, NAVY, &c.**

#### **HOUSE OF REPRESENTATIVES.**

TUESDAY, MARCH 17.

Mr. REED, from the Committee on Naval Affairs, reported the following bill:

#### **A BILL**

To alter and regulate the navy ration.

*Be it enacted, &c.* That the navy ration shall consist of the following daily allowance of provisions for each person: one pound of salted pork, with half a pint of peas or beans, or one pound of salted beef, with half a pound of flour, and a quarter of a pound of raisins, dried apples, or other dried fruits; or with half a pound of rice, two ounces of butter, and two ounces of cheese, fourteen ounces of biscuit, one quarter of an ounce of tea, or one ounce of coffee, or one ounce of cocoa, two ounces of sugar, and one gill of spirits; and of a weekly allowance of half a pound of pickles or cranberries, half a pint of molasses, and half a pint of vinegar.

Sec. 2. *And be it further enacted,* That fresh meat may be substituted for salted beef or pork, and vegetables for the other articles usually issued with the salted meats, allowing one and a quarter pounds of fresh meat for one pound of salted beef or for one pound of salted pork, and regulating the quantity of vegetables so as to equal the value of those articles for which they may be substituted.

Sec. 3. *And be it further enacted,* That, should it be necessary to vary the above-described daily allowance, it shall be lawful to substitute one pound of soft bread, or one pound of flour, or half a pound of rice, for fourteen ounces of biscuit; half a pint of wine for a gill of spirits; half a pound of rice for half a pint of beans or peas; half a pint of beans or peas for half a pound of rice. When it may be deemed expedient by the President of the United States, Secretary of the Navy, commander of a fleet or squadron, or of a single

ship, when not acting under the authority of another officer, on foreign service, the articles of butter, cheese, raisins, dried apples or other dried fruits, pickles, and molasses, may be substituted for each other, or for spirits: *Provided,* The article substituted shall not exceed in value the article for which it may be issued, according to the scale of prices which are or may be established for the same.

Sec. 4. *And be it further enacted,* That, in cases of necessity, the daily allowance of provisions may be diminished or varied by the direction of the senior officer present in command; but payment shall be made to the persons whose allowance shall be thus diminished, according to the scale of prices which are or may be established for the same; but a commander who shall thus make a diminution or variation shall report to his commanding officer, and to the Navy Department, the necessity for the same, and the purser shall be furnished by the commander of the vessel with a written order, specifying the particular reductions or variations which may be made.

Sec. 5. *And be it further enacted,* That no commissioned officer or midshipman, or any person under twenty one years of age, shall be allowed to draw the spirit part of the daily ration; and all other persons shall be permitted to relinquish that part of their ration, under such restrictions as the President of the United States may authorize: and to every person who by this section is prohibited from drawing, or who may relinquish the spirit part of his ration, there shall be paid, in lieu thereof, six cents.

Sec. 6. *And be it further enacted,* That the provisions of this act shall go into effect, on the first day of April next; and any acts, or parts of acts, which may be contrary to, or inconsistent with, the provisions of this act shall be, and are hereby, repealed.

THURSDAY, MARCH 5, 1840.

Mr. KEMBLE, from the Committee on Military Affairs reported the following bill:

#### **A BILL**

To equalize the pay of the army, and for other purposes.

*Be it enacted, &c.* That the pay and emoluments of the several grades of colonel, lieutenant colonel, major, and captain, of artillery and infantry in the army of the United States, be the same as now is, or may hereafter be, allowed to officers of corresponding grades in the staff of the army, excepting forage to captains not required to be mounted: *And provided,* That the benefits of this section shall not be construed to increase the pay and emoluments of military storekeepers, now receiving the pay of captains of infantry.

Sec. 2. *And be it further enacted,* That the field officers of the staff corps, comprehending the engineers, topographical engineers, ordnance, quartermaster, subsistence, and clothing departments, be entitled to receive forage only for the same number of horses as are now allowed to officers of corresponding grades in the artillery and infantry, and the captains for two horses only, unless otherwise specially ordered by the President; and that the forage, when not furnished in kind, shall be paid in money at the rate now authorized by law, and that no forage, or any equivalent for the same in money be allowed to lieutenants of the staff corps, unless when required to be mounted in the field by order of the President, or by a commanding officer, and sanctioned by the President.

Sec. 3. *And be it further enacted,* That the duties of the adjutant and inspector general be hereafter assimilated, and that the same may be performed by either of these officers, by order of the President.

Sec. 4. *And be it further enacted,* That any officer of the army, including the pay and medical departments, who has served thirty years or upward, and is incapacitated for service by reason of wounds or other disabilities, may, upon satisfactory proof thereof, be permitted to retire, and be entitled to receive the pay proper of his rank; and all vacancies caused by officers so retiring shall be filled as in case of death or resignation; and the rations or forage which would have been received by the officer so retired, shall accrue to the officer



next in rank, when assuming or assigned to the command: *Provided, always*, That the pay proper of the officer filling such vacancy shall not be increased thereby, nor the amount of his allowances exceed that which would have been received by the officer replaced; and that no officer claiming the benefit of this act, shall be entitled to further promotion in the army of the U. S.

Sec 5. *And be it further enacted*, That all acts or parts of acts inconsistent with the provisions of this act be, and the same are hereby, repealed; and that the first two sections of this act shall take effect on the first day of the month next ensuing after its passage.

### Original Poetry.

#### A PARODY.

*Air*—"Some love to roam."

I love to ride on the foaming tide,  
Where the wild waves dance with glee;  
Oh! the stormy wave, with the gale to brave,  
And a sailor's life for me.  
Let landsmen pale before the gale,  
And sigh for the distant shore;  
Set me afloat in my tight sea boat,  
And I'll welcome the tempest's roar.

Yeo ho! yeo ho! &c.

Oh! the wild sea's foam is the sailor's home,  
He owns no coward fear;  
And the dreadful note of the cannon's throat  
He answers with a cheer.  
For his country's fame, and a gallant name,  
He will battle with the foe;  
And his hope shall be, glorious victory;  
Or a grave in the depths below.

Yeo ho! &c.

Though some may tell of the sad farewell,  
And the pain of the parting tear;  
Oh! our hearts will burn when we return,  
With joy to our friends so dear.  
When we homeward hie, with a clear blue sky,  
And a breeze that is fresh and fair,  
What hope so complete, what pleasure so sweet,  
What joy can with ours compare.

Yeo ho! &c.

Though the sailor's love, like a lonely dove,  
May mourn for awhile in pain,  
Like the eagle he shall fly o'er the sea,  
And return to her arms again.  
For the faithful tar, though he roams afar,  
To his home and his love proves true;  
And gladly she'll hail his snowy sail,  
And feel proud of his jacket of blue.

Yeo ho! &c. H. S.

**A HALF-YEARLY INSPECTION.**—A half-yearly inspection is at present little better than a farce; and, apart from the serious considerations arising from the abuse of what was intended as an useful institution, it is truly laughable to see it enacted. As the long expected season approaches for "going on leave," young officers begin to be impatient for "the inspection." At length a day is fixed for the purpose, and the general kindly sends the commanding officer due intimation of his intended visit. A field day is forthwith "crammed" for the occasion: regimental books are filled up; the junior captain and subalterns have each a few manœuvres prepared at their fingers' ends, in case of being called out to display their skill (neither of them have, of course, had the battalion in their hands since last inspection, if then.) The day arrives, and so does the General with his Aide-de-camp; away goes the commanding officer, with adjutant, to wait on the great man: there is no end to politeness on both sides; paymaster, surgeon, and quartermaster, are fluttering about, an obsequiousness. "Well, colonel, every thing as it ought to be, of course—all according to regulation, eh?—ah! yes, very good! We will just go through the barracks at once; and

then the books, if you please, at the mess room. Heavy marching order this evening, and review order to-morrow morning." The barracks are forthwith inspected; every thing in its place and looking to the best advantage. In the mess-room are piles of folios and octavos, and presently the great man and the adjutant are conning them over together. "Ah! Mr. —, how's this?—not the thing exactly—decidedly irregular; you know how the regulations require this to be entered—let it be rectified—more careful in future." In the evening there is a feast at the mess—compliments, champaign, and speechifying. The following morning the field day goes off superbly (well it may, considering how often it has been rehearsed.) The senior major displays his unparalleled military genius and extensive erudition by putting the battalion through the manual and platoon; here ends his task. The senior captain is called for, steps out in trepidation, and presently astonishes himself and his brother officers by the phenomenon of the battalion put in motion by his unfamiliar voice. "Ah! very well—that will do—let Captain Stickfast fall in." Then comes the usual wind up: "Highly gratified with the appearance of the men—steadiness under arms—precision of movements—express my opinion to the officers—being creditable to you, Colonel Humdrum—trust that you will continue the exertions which have brought your regiment to such a high state of efficiency," &c. &c. Then away goes the great man, to run through the hospital; and, an hour after, he is well out of the town, no less to his own satisfaction than to that of those he has left behind.—*United Service Journal.*

### ARMY.

#### OFFICIAL.

GENERAL HEAD QUARTERS OF THE ARMY,  
ORDERS, } ADJUTANT GENERAL'S OFFICE,  
No. 15. } Washington, March 30, 1840.

The following communication has been received from the War Department, and is published for the information and guidance of all concerned.

"WAR DEPARTMENT, March 25, 1840.

SIR: My attention having been called to the contradictions supposed to exist in the terms of Order No. 11, designating the duties of the Corps of Topographical Engineers, with the regulations previously adopted for the government of the Engineer Department proper, I have attentively reconsidered the whole subject, and although it appears to me that the similarity of the duties assigned to these corps, is more apparent than real, still in order to avoid the possibility of a misunderstanding, which might be productive of confusion in the field, I have deemed it most expedient to render No. 11 more explicit. You will therefore cause the following to be published as a substitute for that Order.

#### GENERAL REGULATIONS FOR THE TOPOGRAPHICAL ENGINEER DEPARTMENT.

1...The chief of the Corps of Topographical Engineers shall be stationed at Washington, and shall be charged with the superintendence of the duties of that department; and shall, under the direction of the Secretary of War, have the control of all officers and agents of that branch of service, in every thing in reference to their duties, and to the disbursement of public funds. He shall from time to time make inspections of the various duties in execution under the officers of his department.

2...The duties of the department shall consist, in surveys for the defence of the frontier, inland and Atlantic, and of the positions for fortifications; in reconnoissances of the country through which an army has to pass, or, in which it has to operate; in the examination of all routes of communication by land or by water, both for supplies and for military movements; in the construction of military roads and permanent bridges connected with them; and, in the absence of an officer or officers of the Corps of Engineers, of military bridges, of field

works, for the defence of encampments and of fords and ferries, for all of which purposes a due proportion of officers of the Corps of Topographical Engineers will always be designated to accompany armies in the field.

3...The charge of the construction of such civil works, authorized by acts of Congress, and of roads and bridges, breakwaters, river and harbor improvements, as may not by express provision of law be assigned to some other branch of the service.

4...The chief of the Corps of Topographical Engineers will prepare a system of detail regulations, in accordance with the preceding general regulations, which will be submitted to the War Department for its approval.

J. R. POINSETT."

BY ORDER OF ALEXANDER MACOMB,  
Major-General-Commanding-in-Chief:  
R. JONES, Adjt. Gen.

### Naval Intelligence.

#### U. S. VESSELS OF WAR REPORTED.

BRAZIL SQUADRON.—Razee Independence arrived at New York on Monday last, in 42 days from Rio Janeiro. List of officers:

Commodore John B. Nicolson; Lieuts. John Pope, Amasa Paine, Charles Henry Davis, Charles M. Armstrong, Charles H. Poor, Theodore P. Green; Captain of Marines Thomas S. English; Fleet Surgeon Waters Smith; Purser Thomas Breese; Acting Master William Lewis Herndon; Commodore's Secretary Lyde Goodwin McBlair; Asst. Surgeons Augustus J. Bowie, J. Howard Smith; Professor of Mathematics Thomas H. Perry; Passed Midshipmen Charles W. Morris, Stephen Dod, James H. Strong, Maxwell Woodhull; Midshipmen John P. Decatur, Edward F. Beale, Chas. R. Slade, Thomas H. Stevens, John Brooks, H. Rolando, John Wilkinson, Henry Rodgers, Andrew Weir; Captain's clerk Littleton R. Polk; Steward Sam. F. Hooper; Acting Gunner Thomas Robinson; Carpenter John Green; Act'g Boatswain William B. Forrester; Acting Sailmaker Isaac Whitney; Master's Mate Henry N. Lundt.

The Independence sailed from Rio, on the 15th Feb., in company with the ship Fairfield, and parted from her March 26. The F. had not arrived at our last advices from New York.

EXPLORING SQUADRON.—Ship Relief sailed from Rio Janeiro, Feb. 3, and arrived at New York on Saturday last. Officers:

Lieut. Commandant A. K. Long; Lieuts. M. G. L. Claiborne, H. J. Hartstene, J. B. Dale; Surgeon F. J. Sickles; Boatswain W. Black; Gunner J. D. Anderson; Carpenter W. Leighton; Sailmaker J. Joines; Gunner W. Bright, late of the Vincennes; Master's Mates J. Percival, G. W. Ellis; Captain's clerk W. H. Insley. Passengers: Lieut. D. N. Ingraham, and J. Abbot, Captain's clerk, late of the Marion.

EAST INDIA SQUADRON.—Frigate Columbia, Commo. Read, and ship John Adams, Comm'r. Wyman, sailed from Honolulu, Nov. 4, bound for Tahiti.

### NAVY.

#### ORDERS.

March 23—Mid. Maurice Simons, W. I. squadron.

24—Capt. E. A. F. Lavalette, detached from Rendezvous, Philadelphia, in consequence of promotion. Acting Mid. Wm. E. Hopkins, frigate Potomac.

25—Professor E. C. Ward, detached from New York station.

27—Lieut. B. J. Moeller, to take passage in the frigate Potomac, for duty in the ship Decatur.

Passed Mid. G. L. Selden, depot of Charts, &c.

28—Asst. Sur J. W. B. Greenhow, detached from Naval Hospital, Pensacola, with leave for two months from May 1.

#### MARINE CORPS.

##### CHANGES DURING THE MONTH OF MARCH.

March 10—Capt. G. W. Walker, ordered to report to Commo. Biddle, at Philadelphia, as a member of a Board to draw up Regulations for the Corps.

14—2d Lieut. Louis F. Whitney, dismissed by sentence of General Court Martial.

23—2d Lieut. I. T. Doughty, leave two months; having been detached from the Ohio, 74.

25—1st Lt. J. G. Reynolds, ordered to report to the War Department, as a member of the Board of Officers, detailed to witness the experiments and report upon the utility of Colt's tin-foil cartridges.

27—Captain A. N. Brevoort, ordered to turn over the command of the Recruiting rendezvous at Philadelphia, to Capt. W. Dulany, on the 1st April.

28—Captain L. Twiggs, ordered to report to the Navy Commissioners as a member of the Board to examine and report upon Colt's rifles and pistols.

31—Captain W. Dulany, ordered to relieve Captain Brevoort in command of the rendezvous at Philadelphia. Captain R. Douglas, ordered to report to Lieut. Col. S. Miller, for duty at the Philadelphia navy yard.

### MARRIAGES.

In Philadelphia, on the 24th March, Capt. CHAS. F. SMITH, of the 2d regiment U. S. artillery, to FANNY, daughter of the late HENRY MACTIER, of Baltimore.

At the Legation of the United States, at Constantinople, on the 30th of Jan. last, Mr. JOHN P. BROWN, Dragoman of the U. S. Legation, to Miss MARY ANN PORTER, niece of Com. PORTER.

In Baltimore, on Tuesday last, by Rev. Dr. WYATT, Lieut. WILLIAM H. FRENCH, of the 1st regiment artillery U. S. A., to Miss CAROLINE, daughter of the late GEORGE READ, of Delaware.

### DEATHS.

At Honolulu, Sandwich Islands, on the 17th Nov., of consumption, in the 19th year of his age, Midshipman ROBERT SMITH MORRIS, of the U. S. navy, attached to the U. S. ship John Adams, and son of the late Capt. GEORGE N. MORRIS, of the U. S. army.

#### REVOLUTIONARY SOLDIERS AND PATRIOTS.

In Johnson county, Arkansas, on the 28th Jan., Maj. HENRY FRANCIS, aged 83 years. He was probably the last of the gallant band who triumphed at King's Mountain.

At Pawling, N. Y., on the 15th March, Mr. JOHN WOODEN, aged 83 years. He was one of the few who survived the stormy scenes of the revolution. He was at the battle of Long Island and White Plains, and formed one of the forlorn hope at the storming of Stony Point by General Wayne.

At Leesburg, Va., on the 23d March, NICHOLAS FRY, a soldier of the army of the revolution, and pensioner of the United States, aged 95.

At his residence near Somerton, Nansemond county, Va., on the 24th March, JOHN HARRELL, Esq., in the 91st year of his age; perhaps the oldest inhabitant of the county. He was a soldier of the revolution, and a faithful one.

In New York, at the residence of his son JOHN R. PETERS, Esq., on Sabbath morning, March 29, General ABASLOM PETERS, of Lebanon, Conn., aged 85 years and four days.

#### ARMY, NAVY, AND MARINE UNIFORMS.

JOHN SMITH, (late of West Point,) would respectfully inform the officers of the army and navy, that he is now enabled to furnish to the different corps their uniform complete, all made of the best materials, and forwarded with despatch.

To prevent errors, the Legislature of New York has authorized him to change his name to JOHN S. FRASER; therefore all letters hereafter will be addressed to JOHN S. FRASER, March 5—tf 163 Pearl street, New York

OFFICIAL NAVAL REGISTER, FOR 1840.—A few copies for sale at this office.

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